

EAST of ENGLAND AMBULANCE SERVICE NHS TRUST

Document Reference: An Equality Impact Assessment has been completed for this policy dated: 24 March 2011	Document Title: Change Management, Redundancy + Redeployment Policy
Authorisation Date: April 2011	Document Type: HR Agreement
Revision Date: April 2013 - extended to March 2014 + SPF March 2015	Responsible Authority: SPF
Signed off by:	
	
Document Status	Approved
Version:	V7.0

DOCUMENT CHANGE HISTORY		
Initiated by	Date	Author
HR Policy Group	March 2011	HR Policy Group
Version	Date	Comments (i.e. viewed, or reviewed, amended approved by person or committee)
V0.1	24 March 2011	Reviewed by HR Policy Group
V0.2	1 April 2011	Sent to SPF for approval
V0.3	12 April 2011	Sent to SLT for approval
V0.4	20 June 2011	Sent to EMT for approval
V1.0		Approved Policy
V1.1	February 2013	Addition of AfC A5 to be effective from April 2013 Revision to collective redundancy consolation timescales as per legislation
V2.0	5 th July 2013	Amended at SPF to clarify protected pay within Appendix A
V2.1	23 Aug 2013	Joint Chair amendments to policy following meeting of 19 August 2013 (to be agreed)
V2.2	27 Aug 2013	Revisions agreed by Joint Chairs of SPF and extension of review date to end of March 2014
V2.3	3/4 Sept 2013	Further revisions arising from R-People discussions; Ann Langdon, Barry Jarvis and Tracey Leghorn
V2.4	4 Sept 2013	Revisions agreed by Joint Chairs of SPF for noting at SPF on 4 Sept 2013

EAST of ENGLAND AMBULANCE SERVICE NHS TRUST

V2.5	10 Sept 2013	Suggested wording as per SPF discussion regarding limiting restricted competition to a Band (rather than tier) and bumping decisions (Sections 8.16 and 8.17).
V2.6	18 Sept 2013	Addition of bullet point at 8.12 to ensure clarity over requirement that slotting in only applies where the role is broadly similar to current role.
V2.7	20 Sept 2013	Comments updated following approval of Joint Chairs and Rob Ashford, Sector Lead to all revisions on 18 September 2013. Version forwarded to ELT and for noting at SPF October.
V2.8	03 Oct 2013	Change to section 1.4 to correct inaccuracy in the title of the AfC T&C Handbook; and 13.1 to update with regard to approval for voluntary redundancy schemes.
V3.0	4 Oct 2013	Approval of Policy by SPF.
V3.1	17 Oct 2013	Addition of Section 15.2 regarding sign off of compulsory redundancies on advice of Trust Secretary.
V4.0	16 th December 2013	Approved by ELT 12th December 2013
V5.0	7 February 2014	SPF Ext Mar 2014+ Mar 2015
V6.0	6 June 2014	SPF approved excess mileage protection appendix A
V7.0	10 th December 2015	Approved extension to review date by SPF to March 2016

Names and roles of contributors, user engagement etc.	
Document Reference	Directorate: HR
Recommended at Date	HR Policy Group 24 March 2011
Approved at Date Approved	EMT: 20 June 2011
Review date of approved document:	March 2016
Equality Impact Assessment	24 March 2011
Linked procedural documents	

Dissemination Requirements	All Trust employees via the intranet
----------------------------	--------------------------------------

The East of England Ambulance Service NHS Trust has made every effort to ensure this policy does not have the effect of discriminating, directly or indirectly, against employees, patients, contractors or visitors on the grounds of race, colour, age, nationality, ethnic (or national) origin, sex, sexual orientation, marital status, religious belief or disability. This policy will apply equally to full and part time employees. All East of England Ambulance Service NHS Trust policies can be provided in large print or Braille formats if requested, and language line interpreter services are available to individuals who require them.

CHANGE MANAGEMENT, REDUNDANCY AND REDEPLOYMENT POLICY

1. POLICY STATEMENT

- 1.1 This document outlines the Change Management, Redundancy and Redeployment Policy for The East of England Ambulance Service NHS Trust (the Trust). When managing situations of change within the work place, the Trust will aim to maintain job security and continuity of employment for all of its employees, however, there may be occasions when, for a variety of reasons, some jobs are affected by change and in some instances this may result in redundancy.
- 1.2 Whatever the reason giving rise to the need for change or the nature of it, the Trust recognises that its employees are central to the achievement and success of the intended change. The Trust acknowledges that change can cause significant levels of concern and uncertainty for employees and whilst some of this is unavoidable, it considers that a fair, open and consistent approach to the management of change can, in many instances, reduce the extent of these factors. Furthermore, it is the intention of the Trust that all staff affected by change will be given access to, or provided with, appropriate support.
- 1.3 This policy is in line with the provisions of current legislation including: Employment Rights Act 1996; Trade Union and Labour Relations (Consolidation) Act 1992; Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 1995; Transfer of Undertakings (Protection of Employment) Regulations 2006; Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002; Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1999 and the Collective Redundancies (Amendment) Regulations 2006.
- 1.4 This policy also meets the requirements of the: national NHS Terms and Conditions of Service Handbook; ACAS guidance on "Redundancy Handling"; NHS Employers (2009) Standards for implementing good human resource practice and value for money when staff are affected by organisational change; and, Taking Healthcare to the Patient: Transforming NHS

Ambulance Services - Human Resources Framework for Ambulance Trusts and Commissioning a Patient Led NHS (CPLNHS).

- 1.5 The change management process detailed within this policy is consistent with the Trust's Equality, Diversity and Human Rights Policy. In accordance with this and the Equality Act 2010, the Trust will provide, where possible, any necessary reasonable adjustments for disabled employees during any change process, redundancy exercise or redeployment and will ensure that they are treated fairly.
- 1.6 It is considered by the Trust that all key decision-makers involved in change, including interview panel members, will have been briefed in diversity issues including related current legislation and good practice.
- 1.7 Under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, in general, employees on fixed-term contracts have the right not to be treated less favourably than comparable permanent employees. The eligibility of temporary or fixed term contract holders to apply for posts during a change process will be determined on an individual basis with the advice of the Human Resources Department.
- 1.8 The change management, redundancy and redeployment process outlined within this policy will be operated on a fair, open and consistent basis based on the principles set out in the national Human Resources Framework for Ambulance Trusts (December 2005).
- 1.9 The NHS Terms and Conditions of Service Handbook's Annex A5, effective from 1 April 2013, contains new guidance on workforce profiling, outlining core principles that Trust's must follow. In essence, it highlights the importance of local engagement with staff and the trade unions at an early stage, provides advice on how the principles and processes of the NHS Job Evaluation Scheme can assist organisations in developing and implementing new ways of working and revised job structures and places a requirement for local organisational change policies to include appropriate protection.
- 1.10 This Policy has been written in partnership by management and staff side.

2. SCOPE

- 2.1 This policy applies to all staff employed by the Trust.
- 2.2 This policy does not apply to employees on secondment to the Trust who hold a contract of employment with another organisation as they are the responsibility of their statutory employer.
- 2.3 This policy applies strictly to change management, redundancy and any resultant redeployment.
- 2.4 This Policy and the procedures contained within, do not apply to redeployment on the grounds of ill-health or for disciplinary reasons.

3. ACCESS TO THE PROCEDURE

- 3.1 All employees are entitled to access to this policy which is located in the HR Policies and Procedures Folders and/or on the Trust's Intranet. However, if you require this Policy in any other format please seek guidance from the Human Resources Department, your line management or trade union representative.
- 3.2 Employees and Managers may also wish to consult related Trust policies such as Sickness Absence Management, Equality, Diversity and Human Rights; Flexible Working Arrangements; Secondment; Grievance, Disciplinary Policy (Managing Conduct and Performance) and locally agreed applications of the national Terms and Conditions.

4. ROLES AND RESPONSIBILITIES

- 4.1 The Human Resources Department is responsible for keeping the provisions within this policy in line with employment legislation and best practice people management principles.
- 4.2 Managers, HR staff and trade union representatives are responsible for providing advice and guidance to employees on the application of this policy and procedure.
- 4.3 Management and trade union representatives are responsible for bringing any mutually beneficial improvements to this policy to the attention of the Trust.

5. DEFINITIONS

- 5.1 For the purpose of this policy 'change' is defined as a major or significant organisational change, which may include:
- the closure, transfer or restructuring of a specific service or facility;
 - a decision to accept a tender for a service previously provided in-house;
 - a specific programme designed to achieve efficiency savings;
 - a response to statutory requirements.
- 5.2 For the purpose of this policy 'redundancy' is defined as being when employees are dismissed either when there has been, or is going to be:
- a cessation of business for the purposes of which the employee was employed;
 - a cessation of business at the employee's site;
 - a reduction or cessation of work.
- 5.3 For the purposes of this policy 'redeployment' is defined as moving an employee from one job to another suitable alternative position within the organisation. This may be in relation to an existing vacancy or a new post which arises as a result of the restructure/change initiative or programme.
- 5.4 For the purpose of this policy 'qualifying membership' is membership that counts towards entitlement for benefits. Pensionable membership is membership that counts when benefits are calculated. This may be different from reckonable service for the purposes of a redundancy payment as it can

include pensionable service from previous periods of employment with the NHS or another employer and periods of part time working.

- 5.5 For the purpose of this policy 'NHS Employer' is any of the organisations listed at Annex A of the national NHS Terms and Conditions of Service Handbook and any predecessor or successor body.

6. CONSULTATION – COLLECTIVE AND INDIVIDUAL

- 6.1 Open and timely consultation will take place with the Trust's recognised trade union in situations where change is anticipated. Information about proposed change, its implications and the reasons for it will be communicated to affected employees who will be encouraged to contribute to the process, to voice any worries or concerns and to discuss them with their managers and/or trade union representatives. Communication will also be undertaken, where appropriate, with non affected staff.

- 6.2 The Trust will consult with staff side at the earliest practical opportunity in relation to reorganisation or restructures. The consultation will be with a view to reaching agreement with staff side and with the aim of:

- avoiding dismissals;
- reducing the number of employees to be dismissed; and
- mitigating the effects of dismissal.

- 6.3 The statutory minimum consultation periods for proposed redundancies will always be observed. In line with current legislative requirements, where the Trust is proposing to make changes where redundancy may occur and where these changes affect 100 or more employees at any one establishment, collective consultation will commence at least 45 days before the first of those dismissals take effect. Where the Trust is proposing to make changes where redundancy may occur and where these changes affect less than 100 employees at any one establishment, collective consultation will commence at least 30 days before the first of those dismissals takes effect.

- 6.4 In situations which may give rise to redundancies, the Trust will disclose basic information in writing to the affected employees and staff side relating to, for instance:

- the reason for the proposed redundancy dismissals;
- the number and description of employees affected/it is proposed to dismiss as redundant;
- the total number of employees of that description at the establishment(s) in question;
- the proposed method of selecting the employees and carrying out the redundancies (including the period over which the dismissals are to take effect);
- the proposed method of calculating the amount of redundancy payments;
- whatever possible alternative work options are available.

- 6.5 During periods of re-organisation and/or restructuring, employees may be in a position where they could be potentially affected by the change(s). However, during the early stages of the change process, where the development of the

associated structures are in their formative and early stages, the Trust will be inclined not to formally put all employees who may be affected by the change(s) 'at risk' but, where appropriate, to refrain from doing so until there is sufficient clarity to identify those who are mostly likely to be directly affected and at potential of redundancy. In this event, a one to one meeting may be held to ascertain the individual's personal circumstances, without that employee being formally put "at risk" at that time.

- 6.6 When it is possible to identify those employees 'at risk' of redundancy they will be informed of this in writing. A register of 'at risk' employees will be held by the Human Resources Department.
- 6.7 Individual consultation will include, **as a minimum**, notice in writing of the employee being 'at risk' of redundancy (see paragraph above), the opportunity to attend a minimum of two individual consultation meetings and an opportunity to appeal against any decision taken to dismiss.
- 6.8 Individual consultation meetings will be arranged between individual employees and their manager/HR representative. At this meeting, the employee should be informed that the formal statutory redundancy consultation is beginning and about their rights and responsibilities during this period. Employees will also be advised of their right to be accompanied by their staff side representative or workplace colleague at all meetings. The purpose of the meeting will be to:
- ensure the individual has time to consider the impact of the proposals upon their personal position;
 - discuss and explore the options;
 - provide details of any planned collective consultations;
 - invite the employee to comment and respond to the proposals either at the meeting or subsequently being mindful of time constraints.
- 6.9 The outline of the discussions and any actions arising from individual or collective consultation meetings should be recorded in writing during the meeting, signed as agreed between both parties and a copy provided to the affected employee(s).
- 6.10 Throughout the consultation period employees should be encouraged to discuss their concerns and queries with their line manager and/or staff side representative.

7. MEASURES FOR AVOIDING OR REDUCING REDUNDANCY

- 7.1 Where operationally feasible, the Trust will seek to avoid compulsory redundancies by such means as:
- affording those formally 'at risk' staff who apply for and are shortlisted for vacancies within the Trust, the opportunity to be interviewed prior to other internal or external applicants (with the exception of potential ill-health redeployees who should also be considered at this the 'redeployee phase' of the selection processes). This is termed 'prior consideration' (see - paragraph 8.18 below);
 - natural wastage;

- redeployment of employees to other departments or stations. This may include a change in grade/band with salary protection as appropriate (see Section 9 below);
- retraining where this is reasonably practicable;
- reduction in the use of overtime;
- inviting volunteers for redundancy, retirement and/or early retirement;
- taking steps to liaise with other NHS organisations to ascertain scope for redeployment;
- reduce/discontinue use of agency staff;
- consideration of future workforce planning requirements.

8. RESTRUCTURING

8.1 Where a restructuring process is taking place within the Trust and job roles have changed significantly or disappeared in the new structures, the following principles will be followed when appointing to the new structure in the sequence as set out below. However depending on the nature of the restructuring process and individual circumstances these principles may not be relevant. For these occasions it may be appropriate to apply these principles in isolation.

Tiering

8.2 A 'tier' defines the level (or bands) of jobs which can be accessed by staff directly affected by the restructure.

8.3 The Trust will appoint employees who are at risk into a post which is at an equivalent level in terms of earnings.

8.4 Within the Trust, **a tier is defined as a post within the same pay band and one band range either side**. For example, an individual currently employed in Band 6 would be eligible to access posts in Bands 5, 6 and 7 (subject to the requirements of Section 8.8 below).

8.5 However, **in order to access a job in a band higher than their current one, the new post must be** in the same discipline requiring a similar job specific knowledge and experience.

8.6 Pay band is determined as either:

- The AfC pay band of the employee's **substantive** post, where the employee is paid on AfC terms and conditions of employment; or,
- For employees who are not engaged on AfC terms and conditions but whose job role nevertheless did have an AfC band determined at the time of the implementation of AfC (or thereafter), that AfC band should be used in respect to tiering decisions.

8.7 It should be noted however, that whilst the 'tier' will define the level of jobs in the primary pool which they can access to be considered for, it is the person specification and an assessment of their skills, knowledge and experience against it which will provide the basis for determining an individual's suitability for any given position. This assessment may result in them being deemed suitable for 'slotting in' (see paragraph 8.11) or, where there are more

individuals at risk than there are posts in the new structure, for 'restricted competition' (see paragraph 8.13).

- 8.8 For example, whilst an individual may be given access to apply as part of 'restricted competition' for a post within their tier, it will be for an assessment of their skills, knowledge and experience against the essential criteria for the post, as outlined in the person specification, which will determine if they are suitable to be appointed to the post.
- 8.9 Individuals who are unsuccessful for appointment to new posts within their tier will not be eligible for 'slotting in' or 'restricted competition' in respect to a post or posts in a lower band than their tier permits. However, exceptions may be made if:
- attempts to redeploy staff who are eligible to access that post or posts in that tier are exhausted; **and**
 - it is the express wish of the employee; **and**
 - it is considered appropriate by the Trust.
- 8.10 Individuals who are unsuccessful for appointment to new posts within their tier, and indeed all individuals who are formally at risk, will be supported in seeking redeployment (see Section 9 below).

Slotting In

- 8.11 As the first stage in the change management process, management should identify within the new structure any posts where 'slotting in' may be appropriate for individuals where the job description, person specification and terms and conditions are sufficiently similar to their current substantive post. These will not involve substantial promotion or demotion.
- 8.12 Direct slotting in can only occur where:
- the job description is sufficiently similar to their current substantive post; **and**
 - there are the same or a larger number of posts available than there are 'at risk' staff who qualify for consideration by virtue of holding a broadly similar post. (For example, where it is identified that two people are deemed eligible for slotting into a post but there is only one post, slotting in cannot occur. In this example, a 'restricted competition' exercise would be required); **and**
 - 80% of the duties of the post before slotting-in, as described in the job description, remain as duties of the post after slotting-in; **and**
 - the pay band of the post does not change as a result of slotting-in.

Restricted Competition (sometimes referred to as 'ring-fencing' or 'closed competition')

- 8.13 Where the slotting in process has taken place, consideration will then be given to whether restricted competition should be used in any given situation.
- 8.14 Examples of when restricted competition will be appropriate include circumstances where there are more persons 'at risk' and considered suitable

for slotting-in to a specific job role than there are posts available or where another post at a higher band might be considered 'suitable alternative employment' but slotting-in does not apply because the role is at a higher band.

- 8.15 It is expected that restricted competition would normally be limited to posts which fall within the employees' 'tier' except where exceptional circumstances apply.
- 8.16 Restricted competition may also be appropriate as a means to maximising the potential for directly affected staff to secure posts in the new structure and/or to reduce the likely necessity for redundancy. However, in regard to this, persons can only be afforded the privilege of restricted competition for a post which it is reasonably considered they will hold the necessary skills, knowledge and experience required to fulfill the role or, where there isn't such an individual(s) in the first instance, an individual(s) could achieve the required skills, knowledge and experience within a reasonable period with a reasonable period of development. Occasionally, restricted competition may also be limited to Band (as opposed to the Tier). This might be particularly the case when doing so would avoid inappropriate and/or unnecessary 'bumping' (see section below on Bumping). All restricted competition decisions must also be made in the context of meeting the Trust's obligations in relation to mitigating any need for redundancy or for 'protection' arrangements to apply to staff, whilst being mindful of our values in relation to equality of opportunity.

Decisions regarding the limiting of restricted competition to a Band (as opposed to the relevant Tier) will rest with the Trust management and will be made with advice from the Associate Director of HR. However, wherever possible, the aim will be to make any such decisions in partnership under the auspicious of the Staff Partnership Forum; thus they will be made by the relevant senior manager (Associate Director or above) in consultation with the Joint Chairs of SPF.

Bumping

- 8.17 Bumping occurs when an employee whose role is not at risk of redundancy is dismissed as redundant and the resulting vacancy is filled by an employee whose role is redundant. An employer is not always obliged to consider bumping. When doing so, the Trust will consider all relevant factors on an individual case by case basis and may wish to make reference to the principles outlined by the Employment Appeal Tribunal (EAT) in *Leventhal Ltd [2005] All ER(D) 82 (Jan) EAT relating to:*
- *whether or not there are other vacancies;*
 - *how different the two jobs are;*
 - *the difference remuneration between the two jobs (it would be highly unlikely that we would bump more than one Band);*
 - *the relative length of service of the individuals (being mindful of age discrimination);*
 - *the qualification of the employee at risk of redundancy; and,*
 - *whether or not the other employee would take voluntary redundancy (if available).*

Decisions regarding 'bumping' will rest with the Trust management and will be made with advice from the Associate Director of HR. However, wherever possible, the aim will be to make any such decisions in partnership under the auspicious of the Staff Partnership Forum; thus they will be made by the relevant senior manager (Associate Director or above) in consultation with the Joint Chairs of SPF.

Open Competition

8.17 Following slotting-in and/or restricted competition considerations applicable to a post or posts in the new structure have been exhausted, any post in a new structure which remains vacant, or for which slotting-in and/or restructured competition does not apply (because the role in the new structure is substantially different than any current roles), can be advertised and recruited to in the normal way.

Prior Consideration

8.18 Any employee formally 'at risk' will be afforded the opportunity to apply for and, if shortlisted for a vacancy within the Trust, be interviewed prior to other internal or external applicants (with the exception of potential ill-health redeployees who should also be considered at this the 'redeployee phase' of the selection process).

8.19 **It is the responsibility of the member of staff to ensure that they identify themselves as being 'at risk' on their application form. For electronic applications this should be done by writing 'At risk in current post' in the box which asks for the 'reason for leaving' your current post.**

8.20 However it should be noted, that whilst employees, who identify themselves as 'at risk' on their application form will be afforded the opportunity to be considered for a post prior to other applications. They will nonetheless have to meet the requirements of the person specification in order to be shortlisted and to be appointed to the role the employee must subsequently be successful at interview and in respect to any other selection assessments which may apply.

9. REDEPLOYMENT/SUITABLE ALTERNATIVE EMPLOYMENT

9.1 The details of all employees who are 'at risk' of redundancy will be held by the Human Resources Department (see paragraph 6.5 above).

9.2 The redeployment process will aim to provide an effective way of matching people with relevant skills to appropriate posts and ultimately retaining key skills. Where viable, this may include considerations of whether it may be reasonable to provide or support re-training. It should be noted however that the redeployment process cannot guarantee jobs or posts.

9.3 The management of redeployment within the Trust will operate by applying the following principles:

- No permanent posts will be appointed to without the respective 'recruiting manager' first checking with the Human Resources Department that there

isn't any employees on the 'at risk' register who would be eligible for 'prior consideration' (see Prior Consideration in sections 8.18 and 8.19 above);

- All redeployment under this policy will require an assessment of the employees skills, knowledge and experience against the requirements of the job role;
- Once a potential redeployment opportunity is identified, the assessment of suitability of an employee for the potential redeployment role would normally be by way of a redeployment interview;
- Following the redeployment interview, the outcome, whether positive or negative, and reasoning of the selection decision, will be recorded in writing, and feedback offered to individuals as part of the consultation process;
- As far as is reasonably possible, the Human Resources Department will bring to the employee's notice, details of all vacancies and other potential redeployment opportunities within the Trust. In respect to vacancies these will be advertised on the NHS Jobs website and all 'at risk' employees are required to ensure that they search the NHS Jobs website on a regular basis in order to identify potential redeployment opportunities for themselves. It is important to note that both the employer and the employee have a responsibility to mitigate the potential for redundancy;
- Employees who are redeployed will be entitled to a statutory trial period in the new post of four weeks. After this period, its suitability will be jointly assessed by the individual, the Human Resources Department and the respective manager;
- Employees on maternity leave, who have a legal right to return to work, but who are considered 'at risk' of redundancy, must be offered any suitable alternative vacant post in preference to any other employees;
- If, as a consequence of redeployment, there is a requirement for pay protection, please see table in Appendix A.

9.4 Consideration of a role as a redeployment opportunity (suitable alternative employment) will be assessed against a number of factors to see if it closely matches the employee's current role. To be considered as 'suitable alternative employment', we would expect the role being considered:

- To be of similar status to their current role;
- To not cause unreasonable additional inconvenience, for example in respect to distance to work, the Trust considers that a home to work distance with a travel time of up to 1 hour may be reasonable depending on individual circumstances;
- To provide similar earnings, most importantly in respect to **basic** pay;
- In addition, the role would need to be assessed as being within the employee's capability.

9.5 In assessing 'suitability' each employee's individual circumstances will need to be taken into account as what is 'suitable' for one employee may not be for another. Employees will be expected to show some flexibility. Should an employee refuse an offer considered suitable by the Trust, after assessment under the criteria above, it will be for the employee to demonstrate why they consider it 'unsuitable'. Any meetings held in this capacity will constitute an individual consultation meeting as described within Section 6 of this policy.

- 9.6 Any redeployment opportunity (suitable alternative employment) brought to the employees notice, in writing or by electronic means, should be available no later than four weeks from their proposed date of termination of their contract. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused the suitable alternative employment.
- 9.7 Employees may forfeit their right to any redundancy payment if they do not apply for, or accept an offer of, suitable alternative employment from the Trust. It should be noted that, a redeployment (alternative employment) opportunity agreed to and/or accepted by, the employee is automatically deemed 'suitable' and in such cases, the employee would no longer be eligible for a redundancy payment as their employment would be regarded as continuous. Where a four week trial period has been agreed in the new post, the employee will retain entitlement to any statutory redundancy payment only if either the employee or the Trust decides it is unsuccessful. This period may be extended for any necessary training, up to a maximum of 12 weeks, in order to retain a right to a redundancy payment; otherwise it is considered that the employee has accepted the new job.

10. OFFER/APPOINTMENT PROCESS

- 10.1 Where restructuring has taken place and an employee is successful in securing a new post within the new structure, the Trust will provide a new written offer of employment. Where redeployment or suitable alternative work is agreed, the Trust will provide a written offer of alternative work/redeployment prior to their proposed termination date including, where necessary, details of any retraining provided. The offer documentation will specify the nature of the job, location, pay and conditions, and details of any 4-week trial period. This will allow the employee to compare the terms and conditions relating to the offered role to that of their current job. The commencement date will be made clear and, for restructures, will not be more than four weeks after the end of the current contract of employment (see paragraph 18.1 below).

11. PAY PROTECTION ARRANGMENTS

- 11.1 Pay protection and excess travel entitlements as well as information regarding the preservation of pension scheme benefits are outlined at Appendix A.

12. OTHER ALTERNATIVE EMPLOYMENT

- 12.1 The Trust will make all reasonable efforts to find alternative employment within the Trust for an employee who would otherwise be made redundant.
- 12.2 Where this is not possible, the Human Resources Department will write on behalf of the Trust, to other Trusts and NHS employers with a view to seeking alternative employment for 'at risk' employees, should the employees advise that they wish the Trust to do so.

13. VOLUNTARY REDUNDANCY

- 13.1 Decisions regarding whether 'voluntary redundancy' may be utilised in any change management or restructuring exercise will remain at the discretion of the Executive Leadership Team and the Trust's Remuneration Committee (subject to any necessary external approval requirements).
- 13.2 Should the Trust's Remuneration Committee approve the potential use of voluntary redundancy, decisions as to which posts and/or persons this should be available to will be considered based on financial viability and the service needs of the Trust, with advice from the Human Resources Department. Administration of the process will be undertaken by the Human Resources Department.
- 13.3 It should be noted that, all offers of voluntary redundancy will require the approval of the Trust's Remuneration Committee. Thus, discussions with employees regarding potential voluntary redundancy must only be considered as tentative until such point that they are approved by the Remuneration Committee and a formal offer is made.
- 13.4 The Trust reserves the right to withdraw an offer of voluntary redundancy up to the point the offer is accepted in writing by the employee if circumstances change giving rise to the offer becoming unviable or inappropriate. This might include, for example, where other 'suitable alternative employment' which had not been foreseen is identified.

14. EARLY RETIREMENT ON GROUNDS OF REDUNDANCY

Qualification Criteria

- 14.1 Members of the NHS Pension Scheme who are made redundant and meet the qualifying conditions (set out in paragraphs 16.3-16.6 of the NHS Terms and Conditions of Service handbook) may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum redundancy payment (see paragraph 16 below). To qualify for early retirement the employee must:
- Be a member of the NHS Pension Scheme;
 - Have at least two years' continuous service and two years' qualifying membership;
 - Have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Scheme, for those without this protection, members who first joined and some who returned to the Scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010 (subject to consultation, for those who are in the new pension scheme, with a normal pension age of 65, minimum pension age will be 55 from when the scheme was set up).

Use of Redundancy Payment to Pay for Early Retirement

- 14.2 If the redundant employee chooses to take early retirement with an unreduced pension under these arrangements, they will immediately receive

the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.

- 14.3 This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received (under section 16 below) then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.

Treatment of concurrent pensionable employment

- 14.4 Where there is concurrent pensionable employment, members may choose between:
- Ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment, in which case they cannot be pensionable again in the current scheme (normal pension age of 60). An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme; and
 - Taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55;
 - Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60.
- 14.5 Should the Trust authorise early retirement it will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

Exclusion from eligibility

- 14.6 Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:
- they are dismissed for reasons of misconduct, with or without notice; or

- at the date of the termination of the contract they have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- leave their employment before expiry of notice, except if they are being released early (see section 16 below); or
- are offered a renewal of contract (with the substitution of the new employer for the previous NHS one); and
- where their employment is transferred to another public service employer who is not an NHS employer.

15. COMPULSORY REDUNDANCY - SELECTION CRITERIA

15.1 Where the above actions fail to find alternative employment for all staff concerned and there are no volunteers for redundancy and/or early retirement the Trust will have no other alternative but to make compulsory redundancies. The Trust will consult with the staff side about the criteria to be used for selection for redundancy, which will be both objective and necessary for the present and future needs of the Trust. In reaching decisions about selection for redundancy the Trust will take note of the following:

- The assessment of the employee against the criteria for any roles deemed suitable for potential redeployment (i.e. seen as suitable alternative employment by the Trust).

Redundancy decisions may also be made, taking note of (although this list is not exhaustive):

- Relevant skills and knowledge (including the possession of appropriate qualifications);
- Achievement of necessary targets/objectives;
- Attendance records (including timekeeping and absenteeism);
- Sickness records (including short term and long term sickness), excluding reasons where the employee is covered by the Equality Act 2010 and maternity/pregnancy related illnesses;
- Disciplinary record;
- Performance, conduct and capability records.

15.2 The final decision to make compulsory redundancies rests with the Remuneration committee (in respect of Executive Directors, Directors and Very Senior Manager (VSM) staff and the Executive Leadership Team (in respect to all other members of staff).

16. EARLY RELEASE OF REDUNDANT EMPLOYEES

16.1 Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.

- 16.2 If they wish to take this up before the period of notice of redundancy expires the Trust will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. It should be noted that the early release date will then become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

17. REDUNDANCY PAYMENT

- 17.1 To qualify for a redundancy payment individuals must be an employee working under a contract of employment for an NHS employer (see definition at paragraph 5.5). To qualify for a redundancy payment the employee must also have at least 104 weeks' of continuous full time or part time service.
- 17.2 Further details about redundancy payments can be found within Section 16 of the NHS Terms and Conditions of Service Handbook as amended from time to time, and employees are strongly encouraged to familiarise themselves with these as they form part of their national terms and conditions of service.

18. ALTERNATIVE EMPLOYMENT AFFECTING REDUNDANCY PAYMENTS

- 18.1 No redundancy payment or premature retirement benefits will be made or allowed to be retained where the person concerned obtains employment within the NHS or other qualifying organisations within a period of four weeks of the cessation of their employment. Neither will the person concerned be able to receive a redundancy payment or premature retirement benefits if they secure a promise of employment but defer commencement of that post within the NHS or qualifying organisation within four weeks of leaving their employment.
- 18.2 It is important that employees seek further advice around all pension benefits, along with an estimate covering lump sums and benefits via the Human Resources Department.

19. SUPPORT FOR STAFF

- 19.1 All employees who are directly affected by a change management initiative or restructuring exercise, will have access to the confidential EAP service provided by the Trust.
- 19.2 Provision will be made for employees who do not secure a post through restructuring or redeployment to have access to a range of support mechanisms to assist the employee in finding suitable alternative work. This may include providing:
- Training in CV and interview preparation;
 - Paid time off for interviews;
 - Career counselling;
 - Trial periods in appropriate posts; and,
 - Outplacement support.
- 19.3 The employee must reciprocate by agreeing to pursue all reasonable

employment opportunities. This includes the requirement to comply actively with and participate in all recruitment processes unless the individual has agreed voluntary redundancy or early retirement (in line with sections 13 and 14 of this policy), or unless they are resigning from their posts. The Trust will make reasonable attempts to ensure that employees who are currently on long-term sick leave, maternity leave and secondments are aware of the support available to them and their reciprocal responsibilities.

- 19.4 Where an employee with 2 or more year's continuous service has been given notice of dismissal by reason of redundancy, they are entitled by law to "reasonable" time off with pay during their working hours to look for new employment, or to make arrangements for training for future employment. Although the latter does not extend to time off to undergo training, the Trust will consider this wherever practicable.

20. APPEALS

- 20.1 An individual who is dismissed by reason of redundancy will have the right to appeal to a three member panel of the Trust's Staff Partnership Forum comprising of HR, Management and Staff Side (or as delegated by them).

21. POLICY REVIEW

- 21.1 This policy will be reviewed on a three yearly basis or amended in the light of new employment legislation and/or relevant case law, or changes to associated Trust policies.

PAY PROTECTION ARRANGEMENTS

Pay Protection

Pay protection will only apply in cases where an employee is redeployed as per this Policy into alternative work, as a result of organisational change or restructuring and to avoid a situation of potential redundancy.

Pay protection only applies in respect to an employee's **substantive** job role (this incorporates employees employed in permanent roles as well as fixed-term postholders as defined and protected under current legislation). Pay protection does not apply to temporary and/or acting-up roles or secondments regardless of their duration.

Basic Wage or Salary

Basic wage or salary is the monthly sum due in respect of an employee's contractual hours. This does not include any payments made in respect of acting-up, payment for unsocial hours, additional earnings, or allowances of any kind with the exception of long-term recruitment and retention payments.

Pay Protection of Basic Wage or Salary where downgrading is involved

An employee, who is redeployed into another post of a lesser AfC Band than their previous substantive post, will be given protection of basic wage or salary, with benefit of any subsequent improvements or increments applying to the AfC band, in accordance with the following table:

Completed Continuous NHS Service	Period of Protection
4 – 12 months	2 months
1 - 3 years	2 years
4 – 6 years	3 years
7 – 9 years	4 years
10 years	5 years

Conditions

Pay protection entitlements and the continuation of them, are conditional on the employee:

- Undertaking any other additional duties which may be reasonably required of them and can be facilitated within the current role. These would include, for instance, duties or responsibilities which might be expected of an individual holding a post which attracts a salary at the protected salary level.
- Applying for any posts identified by the Trust as meeting the requirements for redeployment or suitable alternative employment, and/or their acceptance of any subsequent offer of such a role within the Trust which attracts earnings at the same level or in excess of those protected.

Where the above requirements are not met, protection arrangements and entitlements will cease. Pay protection also ceases if the individual voluntarily moves to another post or they retire.

It is important to appreciate how pay protection is applied and administered. Employees who are redeployed into a lower banded post are employed on the band applicable to their new post. In addition, they are paid an additional protection payment for the period applicable equivalent to the difference between their protectable earnings (i.e. the basic pay which would have applied had they remained employed in their former role) less all earnings connected with their new post (with the exception of overtime). Importantly, earnings in the new post include basic salary plus any and all applicable allowances. Thus, if for any particular pay period, the earnings in the new post exceed the protectable earnings, protection of earnings is extinguished and earnings in the new post are paid in full for the particular pay period.

For the purposes of calculating earnings in the new post, the rates and allowances used for calculating payments in respect of, for example, shift work and other additional duties shall be those applicable to the new post.

For the purposes of calculating overtime in the new post, this will be based upon the protected salary.

(Please note that the banding is not significant in these examples, they have been used for demonstrative purposes only. It is the application of the policy which is important)

As a general principle, the protected pay level should be considered as a 'threshold salary' which the postholder will not be paid less than. However, where the new post attracts a higher overall pay level, e.g. because it attracts unsocial hours allowance, the higher level associated with the new role would be paid. This would also apply for any month when, for example, the postholder undertakes a level of overtime in the new role which would take them above the protected 'threshold salary' level.

Below are some examples, which may help to explain this further.

Example A

A band 7 employee is redeployed to a band 6 role. They will receive the appropriate protection so they do not earn less than the **basic pay** associated with the band 7 role.

Example B

A band 6 employee is redeployed to a band 5 role. Whilst they have moved to a lower banded role, in the new role they would actually be earning more than their previous **basic pay** because, for example, the new role has unsocial hours payments. In this situation the salary that they will be paid will be whichever is the higher. In this example that would be the higher salary associated with the band 5 role plus unsocial. This would be paid for however long that is above the protected basic pay of the band 6 role. However, their former salary will still remain protected. This would mean that if their pay in the band 5 role went below the band 6 protected level, they would then default to being paid the band 6 protected pay.

Example C

A band 8a employee is redeployed to a band 7 role. In June they receive their basic band 7 pay and work overtime this takes their earnings above their protected 8a basic. In this situation there would be no payment of an element of pay protection. They would be paid the band 7 pay plus overtime. To clarify, in this situation, they are not entitled to receive band 7 pay + protection + the additional overtime. However, if the band 7 pay and overtime was less than the protected pay level then payment of the difference up to the protected pay level would be made.

Preservation of Pension Scheme

Members of the NHS Pension Scheme can choose to preserve their benefits earned on the higher pay if they suffer reduction in pay through no fault of their own. The NHS Pension Scheme requires at least two years in the Scheme to qualify. Members of the Scheme who wish to preserve benefits at the higher rate should write to the Payroll Manager of the Trust within one month of the reduction asking for benefits to be preserved.

Excess Travel Payments

An employee whose place of work, but not their home, changes as a result of redeployment or a move to another role to avoid redundancy is entitled to claim excess travelling allowances for a period of 4 years from the date of transfer. This should be applied in line with the locally agreed applications of the national terms and conditions.

Entitlement to excess travel will end at the end of the 4 year protected period or when the employee voluntarily moves house or voluntarily moves to another job whichever is the sooner.

If within the 4 year period an employee is required to move their place of work (at the Trusts request) then excess mileage can be claimed by calculating the difference between the new journey mileage and the original work place. The 4 year period is only restarted if the mileage is increased.

Example

In December 2013 Employee Y works in workplace A and their base is changed to workplace B, the protected excess mileage is 17 miles.

Employee A then moves from workplace B to workplace C and home to base mileage is 15.1 miles

Therefore, excess mileage should be calculated as follows:

Original journey home to workplace A = 6.1 miles

Home to workplace B = 23.1 miles; excess mileage claim is 17 miles

Home to workplace C = 15.1 miles; excess mileage is paid at 9 miles (e.g C – A).
The 4 year protection period does not re-start and ends in December 2017.

Grievances relating to the application of pay protection

If any employee is aggrieved in relation to the application of these protection arrangements, they should raise a grievance in respect of this in accordance with the Trust's Grievance Policy.